Entered 05/10/22 11:07:57 Case 21-13811-MBK Doc 62 Filed 05/10/22 Desc Main UNITED STATES BANKRUPTCY COUR Document Page 1 of 2 DISTRICT OF NEW JERSEY Caption in Compliance with D.N.J. LBR 9004-2(c) Morton & Craig LLC John R. Morton, Jr., Esq. 110 Marter Avenue Order Filed on May 10, 2022 Suite 301 by Clerk Moorestown, NJ 08057 **U.S. Bankruptcy Court District of New Jersey** Attorneys Lincoln Automotive Financial Services, servicer for CAB EAST LLC

In Re:

Case No.: 21-13811(MBK)

KEVIN J. O'CONNOR

Adv. No.:

Hearing Date: 10-13-2021

Judge: MBK

## ORDER PROVIDING FOR LEASE ASSUMPTION, MONTHLY PAYMENTS, INSURANCE AND STAY RELIEF UNDER CERTAIN CIRCUMSTANCES

The relief set forth on the following pages, numbered two (2) is hereby **ORDERED**.

**DATED: May 10, 2022** 

Honorable Michael B. Kaplan United States Bankruptcy Judge

## Case 21-13811-MBK Doc 62 Filed 05/10/22 Entered 05/10/22 11:07:57 Desc Main Document Page 2 of 2

Kevin J. O'Connor 21-13811(MBK) Order Providing Lease Assumption, Monthly Payments, Insurance and Stay relief under certain circumstances Page 2

This matter having been brought on before this Court on objection to confirmation filed by John R. Morton, Jr., Esq, attorney for Lincoln Automotive Financial Services, servicer for CAB EAST LLC, and this order have been submitted to the court under the seven day rule with no objections received as to the form or entry of same, and for good cause shown;

## IT IS ON THIS DAY OF , 2022, ORDERED:

- 1. That Lincoln Automotive Financial Services is the servicer for CAB EAST LLC, the owner and lessor of 2019 LINCOLN MKZ bearing serial number 3LN6L5D95KR634359, which vehicle has been leased by the debtor. The debtor has assumed this lease. Having assumed the lease, the debtor shall abide by all terms, covenants and conditions of the lease.
- 2. The debtor shall pay all lease payments directly to Lincoln Automotive Financial Services when those payments fall due, being the first day of each month. In the event the debtor fails to make any lease payment for a period of 30 days after it falls due, Lincoln Automotive Financial Services shall receive stay relief by filing and serving upon the debtor and his attorney, a certification of nonpayment.
- 3. The debtor shall maintain insurance on the vehicle in accordance with the terms of the lease. In the event of a lapse of insurance for any period of time without intervening coverage, Lincoln Automotive Financial Services shall receive stay relief by filing a certification that insurance has lapsed with the court and serving it upon the debtor.
- 4. At the conclusion of the lease, the debtor shall either immediately purchase the vehicle or surrender it. If the debtor fails to purchase the vehicle, Lincoln Automotive Financial Services shall be permitted to immediately repossess and sell same in accordance with the terms of the lease without any application to this court. This paragraph shall be self executing in nature.
- 5. The debtor shall pay to Lincoln Automotive Financial, through the plan, a counsel fee of \$325.00.